

# BOAT HIRE CONDITIONS

Please read these conditions carefully. They are all part of the hire agreement and describe the rights and duties of both you and the Company.

## DEFINITIONS

In these conditions and the Agreement, the following words have the following meanings: -

**"Agreement"** means the Hire Agreement between You and the Company which is evidenced by your booking request and the Booking Confirmation and is made based on these Conditions. **"Booking Confirmation"** means the written confirmation issued to You by the Company confirming the hire period, price, place of delivery and other key particulars of the booking. **"Company"** means Silsden Boats (Holidays) Ltd of Canal Wharf, Elliott Street, Silsden, Keighley, BD20 0DE. **"You"** means the person or persons named in the Booking Confirmation. If there is more than one of You each of You shall be individually responsible for complying with the Agreement. **"Conditions"** means these Boat Hire Conditions. **"Price"** means the price in the Booking Confirmation. **"Start Date"** means the start date in the Booking Confirmation. **"End Date"** means the end date in the Booking Confirmation. **"Hire Period"** means the hire period in the Booking Confirmation. **"written"** means that the item has been printed, typed, written out by hand, or sent or displayed by email or other electronic means.

## AGREEMENT TO HIRE

When You request a booking you are making an offer to hire a boat on these Conditions. The Hire Agreement itself only comes into existence when the Company sends out the Booking Confirmation. A provisional or conditional booking is not binding and You may cancel it at any time before the Booking Confirmation is sent out to You by the Company. Similarly, the Company may hire the boat to another party in place of you at any time before a Booking Confirmation has been sent to You or if you fail to send the deposit. The entire Agreement between You and the Company is contained in these Conditions, the booking request, and the Booking Confirmation. You are responsible for the accuracy of the personal details and any other information supplied in respect of You and Your party. When you receive the Booking Confirmation please check the details carefully and inform the Company immediately if anything is incorrect.

## AGE LIMITS

The Hirer must be aged 21 years or older. The Hirer warrants that whenever the boat is driven by a person under the age of 21, that they will, at all times, be under the close supervision of a competent person aged 21 years or older. The Hirer warrants that two able bodied people aged 21 years or older will be aboard the boat, taking responsibility of the boat and crew at all times.

## PRICES AND PAYMENT

The Company's advertised Prices are in pounds sterling and include Value Added Tax, where applicable, Insurance Premium Tax applicable on the date of the Booking Confirmation. If after the date of the Booking Confirmation the rates of VAT and/or IPT applicable to your hire charges and / or any other government tax, levy or local authority charges becomes applicable to your hire, the Company reserves the right to amend the Price accordingly. The Company reserves the right to correct errors in advertised or quoted prices at the time of booking Confirmation. You are responsible for making any payments due to the Company under the agreement. Payment is deemed to have been made when cleared funds are received in the Company's bank account. The Deposit is payable at the time of the booking request. The deposit is as shown on the Booking Form.

The balance of the price, including Fuel, Car Parking for a maximum of 2 cars per boat, and Damage Waiver, is due eight weeks before the start date shown in the hire invoice. Time of payment is of the essence. Failure to pay the price due by the due date may result in your booking being cancelled and Your liability for payment continuing.

For bookings made less than eight weeks before the start date You must pay the full price at the time of the booking request. The Company may charge interest at 4% p.a. over Bank of England base rate on any money which is overdue from the due date until the actual date of full payment.

## YOUR PARTY

### Personal agreement and obligations:

The Hire Agreement is a personal one between You and the Company and Your identity is a material factor in the Company's decision to enter into the Agreement. You must be at least 21 years of age at the time of booking. You must be authorised by all other members of Your party to enter into the Agreement on their behalf. The full names and ages of all members of Your party must be provided to the Company at the time of booking. All changes in Your party (the addition, substitution or removal of any member of the party) which take place at any time after the Booking Confirmation has been issued (including during the hire period) must be communicated in writing and approved by the Company (such approval is not to be unreasonably withheld). You are responsible for making all members of Your party aware of the terms of the Agreement.

**The use of alcohol and controlled drugs; Company's right of immediate cancellation.** The boat shall not be navigated while anyone on board is, or appears to be, under the influence of alcohol or drugs and the Company may cancel your booking and refuse to hand the boat over to you or repossess it if you or any member of your party is or appears to be under the influence of alcohol or drugs. In such a case the Company shall be entitled to recover any loss, damage and expense from the monies already paid by You and if this is insufficient to cover its loss it shall be entitled to bring a claim against you for the balance of such claim.

### COMPANY'S RIGHT TO DECLINE HANDOVER AND REPOSSESS.

The Company may cancel and refuse to hand the boat over to you if, in its reasonable opinion, You are unsuitable to take charge of the boat for any reason that may adversely affect the safety of any person or property. In this event (and provided that You have fully complied with your obligations under this Agreement) the Company will refund the Deposit and any other monies which You have paid to the Company and the contract shall be discharged without further liability on either party.

The Company may repossess the boat at any time after commencement of the Hire Period if in the reasonable opinion of the Company You are unsuitable to be in charge of the boat for any reason affecting the safety of any person or property including in particular if You or any member of your party is or appears to be under the influence of alcohol or drugs or if You are not behaving responsibly or if there has been a material breach of the terms of this Agreement. In the event of termination due to repossession You shall comply with the Company's request to make the boat safe and secure and therefore leave immediately. The Company shall be entitled to retain all amounts paid by You and You will remain liable to pay all other amounts due under the Agreement. Further, in the event that such amounts are insufficient to cover the Company's losses arising out of such terminations, the Company shall be entitled to claim from You any loss or damage it suffers.

### SCHOOL PARTIES, YOUTH GROUPS, HEN AND STAG PARTIES,

### COMMERCIAL PURPOSES

Prior permission must be obtained from the Company prior to booking parties of this nature.

### DISABILITY AND REDUCED MOBILITY

If You or any member of your party has a disability and/or reduced mobility that may affect Your booking, it is your responsibility to notify the Company when making the booking, of if such disability or reduced mobility becomes apparent after the booking is made, no later than 48 hours prior to the start date. Subject to the foregoing, although the Company has no expertise in this subject always be able to accommodate their needs. If in the Company's reasonable matter, the Company will try and advise you as to the suitability of the boat you have chosen to hire, and possible alternatives. Certain space restrictions and practical safety considerations apply on board boats which may prevent a person with a disability or reduced mobility from accessing the boat and/or comply with all safety requirements. Where you have made a booking and You or a member of Your party subsequently becomes disabled or otherwise a person of reduced mobility the Company may not opinion it is unable to properly accommodate the needs of the person(s) concerned or You do not accept such alternative arrangements as the Company may offer, the Company may, without liability, treat this as a request to terminate Your booking and will refund any deposit and other amounts paid by you. The Company may require the person(s) to produce a medical certificate certifying they are fit

to participate in the hire of the boat.

### CANCELLATIONS AND CHANGES REQUESTED BY YOU

The Agreement is a legally binding contract and may only be cancelled in accordance with these Conditions. You have no statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulation 2013. If You want to cancel or change Your booking you must give the Company written notice, date of receipt of the written notice shall be the effective change/cancellation date but in order to increase the prospects of re-letting the boat You should pre-advise the Company of the impending cancellation by telephone. The Company reserves the right to charge an administration fee of £50 in addition to any increase in the cost of the booking due to the changes. No refund will be given where any agreed changes would otherwise have resulted in a lower price to Your booking. In the event of Your cancellation of the Agreement, the deposit and credit card charges are non-refundable and in addition You shall be liable for the following charges dependent on the proximity of your cancellation to the start date.

Days before Start Date when Cancellation Notice received	Cancellation Charge
More than 56	Loss of Deposit (including any part of the deposit which has not yet been paid)
43 -56	50% of Total Price
29 -42	70% of Total Price
8 -28	85% of Total Price
7 or less	100% of Total Price

### CANCELLATION BY THE COMPANY

The Company may cancel the Agreement by written notice in the following circumstances: You fail to pay the amount due under the agreement.

**THIS IS NO CANCELLATION PROTECTION AVAILABLE. SO IT IS SUGGESTED THAT YOU AND THE MEMBERS OF YOUR PARTY TAKE OUT INSURANCE COVER FOR THE HOLIDAY**

### HIRE PERIOD, COLLECTION AND RETURN OF BOAT

The Company will use reasonable endeavors to make the boat available to you between 1.00 pm. and 4.00 p.m. on the start date from Silsden as shown in the Booking Confirmation. The Company reserves the right to change the places of handover and return for operational reasons. Company shall be obliged to give You written notice of the change in sufficient time to allow any necessary replanning of your itinerary. Car parking is included in the price, for a maximum of 2 cars per boat. You must notify the Company as soon as possible if Your estimated arrival time is delayed or disrupted as this may lead to difficulties and delays in making the boat available to You. There will be no rebate of the Price for late arrival nor will the Company accept responsibility for any overnight costs which You may incur if you fail to reach the boat during normal working hours. Before You take the boat over the Company will give You such instructions, demonstrations and trials as are appropriate and You will then be required to check and sign the inventory of the Boat and the hand over sheet. In the event that the boat is not available on the Start Date due to any circumstance for which the Company is not responsible (for example adverse weather or navigation conditions, damage, mechanical breakdown, late return by previous hire) the Company may substitute a boat of similar accommodation but if no such boat is available the Company shall immediately refund You with the Deposit and any other payments You have made. The boat must be returned to Silsden and vacated by You by 9.00 am on the end date and it is Your responsibility to allow sufficient time to ensure timely return. If you return the Boat late or to the wrong place because of poor planning on Your part or for another reason which is your responsibility then you will be liable to pay £100 for every hour or part hour of the delay in returning the boat or giving possession and the cost of recovering the boat to the return point and any other expenses and losses which the Company may incur as a result of the delay including the loss or cancellation of a subsequent booking

### INSURANCE AND SECURITY DEPOSIT

The Company insures the boat and its equipment against physical loss and damage and against public liability risks. You are entitled to any protection that may be afforded by the Company's insurance policy (subject to your paying any applicable policy excess) but You and members of your party may become legally liable to the Company or to third parties for loss or damage caused or contributed to by your acts, omissions or negligence. The Company's insurance policy does not cover personal accidents or Your personal belongings. **HIRERS AND CREWS ARE ADVISED TO TAKE OUT THEIR OWN PERSONAL INSURANCE COVER.** You will indemnify the Company against all costs, damage, expenses, liability and claims, howsoever arising from the negligence, neglect or default of You to the extent that they are not covered by the Company's policy. You would be liable for the excess of £250 for each claim.

### SAFETY AND OTHER RULES

You agree to comply with the following rules at all times during the Hire Period: To ensure that at all times while the boat is being navigated or is stranding locks the minimum age of the operator onboard and in charge is 21 years. Not to tow or be towed other than in exceptional circumstances. To moor the boat securely. To lock and secure the boat when away from it. Not to navigate after sunset or before sunrise. To observe all speed limits, and not to navigate at a speed which creates a breaking wave or disturbs or inconveniences other waterway users, including slowing down past moored boats Not to race the boat. Not to bring onto the boat any portable heaters, vehicles, bicycles lighting equipment, electric tools or cooking appliances, inflammable liquids or substances, gas cylinders, car batteries, fire arms or any other items which might create dangers or hazards, nor to use any barbecues on the boat. Not to use the boat for any commercial purpose. To allow the boat to be occupied only by the persons named in the Booking Confirmation. Not to allow to be on the boat at any time more than 12 persons. To give way to laden or unladen cargo boats, sailing craft, rowing boats and other human propelled craft. Not to take the boat on to tidal waters without the consent of the Company. To cruise only on canals and rivers approved by the Company. Not to have or carry any live bait on the boat.

At all times to observe all bye-laws and navigational limits and abide by the instructions and advice of the relevant Navigational Authorities and the Company and their respective officers and employees. The Company reserves the right at its reasonable discretion and without liability to restrict cruising areas or routes in the light of prevailing weather and navigation conditions.

### ACCIDENTS

You are in charge of the boat and are responsible for its safe navigation. In the event of any accident or damage involving You or any other people or any property You must: Record the full details of the incident and obtain and record the name of any other boats and the names and addresses of any other people involved on the form provided by the Company which is on the boat. Notify the Company as soon as practically possible with full details of the accident and any damage sustained. Proceed in accordance with the following the Company's reasonable instructions.

### LOOKING AFTER THE BOAT

You are responsible for and will keep the boat and its equipment and contents in clean and tidy order during the Hire Period. You must notify and provide full details to the Company of any breakdown, damage, theft or loss involving the boat as soon as practically possible. You must not undertake or commission any repairs, adjustment or service without the Company's prior approval. Although the boat and its equipment are insured against many risks by the Company You remain responsible to the Company for any damage or loss arising from Your breach of the Agreement. Your deliberate acts or from Your negligence. You shall be responsible for getting the boat off mud banks or other grounding and for removal of weeds, rope or other matter from propellers and steering gear and for keeping the Company informed of any incidents of this nature.

### RIGHT OF ACCESS

The Company reserves the right at any time to board the boat and access its accommodation to inspect it (including but not limited to where You have complained

about the boat). If this happens, the Company will try to give You reasonable notice first, notwithstanding which you agree to allow the Company or its representatives or contractors immediate access to the boat at any time.

### HIRER'S PROPERTY

Vehicles may be left entirely at their owner's risk in the Company's car park **for a maximum of 2 cars per boat.** The Company will be under no liability for any loss or damage to vehicles or their contents or for Your property on the boat unless caused by the Company's negligence. The Company will return property which it finds which has been accidentally left on the Boat provided that it is claimed promptly and that You either arrange for its collection or agree to pre-pay for any postage and packing. Property not claimed within two months from the End Date may be disposed of by the Company.

### FUEL

The boat is handed over ready fueled and the price includes the cost of fuel consumed

### PETS

Pets are allowed on the boat with a maximum of 2 per boat and only with the Company's permission. You shall give notice of any pets You wish to bring at the time of making the booking. You must provide any pet baskets or blankets. All pets must be properly house trained or caged as appropriate, must never be left unattended, and shall not be allowed on bedding or chairs. Pets and pet damage are not covered under the Company's insurance policy and You will be liable for any damage or loss caused by them. If any extra cleaning is required due to the presence of pets, then this charge will be passed on to You.

### INVENTORY

You will be required to sign the inventory on taking the boat over. Any shortcomings discovered during the Hire Period must be notified to the Company as soon as practically possible so as to afford the Company the opportunity to rectify the matter.

### DAMAGE WAIVER

An element to cover damage waiver is included in the hire fee, which protects You against accidental damage to the boat or its equipment, with the following exclusions: Speeding, reported or witnessed. Steering or operating the boat whilst under the influence of alcohol or drugs. Malicious, negligent or intentional damage to the boat, its equipment, the waterway, other boats or structures. Damage to the rudder, skeg etc. due to cill damage in locks. Return of the boat late, or in an unclean condition. Any damage caused by these exclusions will be charged for.

### EXCLUSION AND LIMITATION OF LIABILITY

The Company shall not be liable to pay any compensation, damages, costs or expenses for any claim arising from any cause beyond the Company's reasonable control which could not have been mitigated or avoided by the Company including but not limited to: Loss of or damage to any person's property (including the Boat); Non-fulfilment, interruption or delay to the booking; Breakdowns, mechanical problems, latent defects, damage to the Boat; Restrictions on cruising, obstructions, repairs, damage or closure of waterways, non availability of routes, navigational works, storms, floods, droughts, ice, shortage of water or other weather or climatic conditions; Rationing, shortage or non availability of fuel; Consequential loss, damage or expense which You incur including the cost of alternative transport, accommodation or other holiday provision. The Company's total liability to You and any person claiming through You in respect of all claims which may arise under the Agreement (other than in respect of claims for personal injury or death due to negligence on the part of the Company) shall be limited in aggregate to twice the Total price actually paid by You to the Company in respect of the Agreement in question. Nothing in these Conditions affects your statutory rights.

### COMPLAINTS

Any complaints should be immediately reported to the Company by telephone in order to give the Company the opportunity to take the necessary remedial action. The Company will not be liable in respect of any matter not so notified immediately.

### BROCHURE

The specifications of boats, their accommodation, facilities and equipment in the brochure are intended as a general guide and the Company shall not be liable in the event of any insubstantial differences in the boats supplied and reserves the right to make modifications. In particular alterations may occur during rebuilding or refitting, boats within classes may differ, colours may vary, layout plans are for guidance only and are not to scale and boats may have steps which are not shown. If Your party includes any infirm or disabled persons You should make relevant enquiries at the time of booking.

### ACTS BEYOND THE PARTIES' CONTROL

The Company will neither be in breach of the Agreement nor liable for loss in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control, including, without limitation, acts of God, flood, drought or other natural disaster, epidemic or pandemic, civil commotion or riots; any law or any action taken by a government or public authority (including without limitation failing to grant a necessary licence or consent); collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; interruption or failure of utility services; limitations, restrictions or prohibitions by relevant authorities on the use of relevant waterways or boats (Force Majeure Event) if you are unable to take up your booking because of UK government legislation, regulation or guidance you may: Subject always to availability, transfer your booking to a later date, free of any administration charges. You will have to pay any difference in price of the cost of the new booking is higher or be reimbursed the difference if the cost of the new booking is lower, or request a voucher with a redemption value equal to the amount previously paid by You for the booking – the voucher terms and conditions will be available to You before you make your choice under this condition, or if the Company is required by law to provide it, obtain a refund of any amount already paid by You for the booking and cancel your booking. If you have to cut short Your booking because of UK government legislation, regulation or guidance, You will be entitled to a pro-rata refund of the price (to the extent it has been paid), but any booking fees, credit card charges and administration charges paid will not be refundable. You will have to contact the Company in order to access these options.

### LAW AND JURISDICTION

This Agreement shall be governed by the law of England and Wales. Any dispute arising under this Agreement shall be submitted to the exclusive jurisdiction of the Courts of England and Wales.

### DISPUTE RESOLUTION

The British Marine Federation and the Royal Yachting Association recommend that disputes arising under this form of Agreement which cannot be resolved by negotiation, should, with the written agreement of the Parties, be submitted to mediation or failing that to arbitration under the British Marine Federation's Dispute Resolution Scheme, which is approved by the Royal Yachting Association. Details of the mediation scheme operated by the British Marine Federation are available at [www.britishtmarine.co.uk/mediation](http://www.britishtmarine.co.uk/mediation). Matters suitable for arbitration shall be submitted to a single Arbitrator in accordance with the British Marine Federation's Dispute Resolution Scheme. The provisions of the Arbitration Act 1996 shall apply.

### THIRD PARTIES

Only the named parties to the Agreement may enforce the terms of the Agreement. The parties agree that the Contracts (Rights of third Parties) Act 1999 shall not apply to this Agreement.

### DATA PROTECTION POLICY

In order to process your booking we need to use the information provided such as name, address, any special needs etc. We confirm that we will not pass any information given by you to any third party, save as required by law. Your data controller is Silsden Boats (Holidays) Ltd.